CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
EMPLOYEE BENEFITS PROGRAM

REQUEST FOR PROPOSALS FOR
PHARMACY BENEFITS MANAGER SERVICES FOR THE PICA PROGRAM
FOR CITY OF NEW YORK EMPLOYEES AND RETIREES,
AND THEIR DEPENDENTS
e-PIN 00217P0005

January 27, 2017
THE CITY OF NEW YORK
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TABLE OF CONTENTS:

SECTION I - TIMETABLE 4
SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS 5
SECTION III - SCOPE OF SERVICES 6
SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL 9
SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES 12
SECTION VI - GENERAL INFORMATION TO PROPOSERS 14
SECTION VII - ANTICIPATED PROVISIONS OF THE CONTRACT 16

ATTACHMENT A - PROPOSAL COVER LETTER
ATTACHMENT B - ACKNOWLEDGMENT OF ADDENDA
ATTACHMENT C - PICA RFP QUESTIONNAIRE
ATTACHMENT D - PRICE PROPOSAL
ATTACHMENT D1 – PRICE PROPOSAL – SPECIALITY DRUG PRICING
ATTACHMENT E - PICA CLAIMS EXPERIENCE
ATTACHMENT F - PICA COVERED PRESCRIPTION DRUG LIST, AS OF JANUARY 17, 2017
ATTACHMENT G - PICA PLAN DESIGN AND CLINICAL PROGRAMS
ATTACHMENT H - WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

THE FOLLOWING REQUIRED DOCUMENTS MUST BE DOWNLOADED FROM THE OFFICE OF LABOR RELATIONS (OLR) WEB SITE http://www1.nyc.gov/site/olr/about/about-rfp.page OR OBTAINED FROM THE EMPLOYEE BENEFITS PROGRAM ADMINISTRATIVE OFFICE AT 40 Rector Street, 3rd FLOOR, NEW YORK, NY:

1) APPENDIX A - The General Provisions Governing Contracts FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN and CLIENT Services
2) Doing Business Accountability Project FAQ & Data Form
3) Iran Divestment Act Rider
4) Subcontractor Compliance Notice
5) Compliance with the Paid Sick Leave Law Rider

IN ADDITION, PROPOSERS ARE ADVISED TO RETURN TO THE OLR WEB SITE PERIODICALLY TO CHECK FOR ANY POSTED ADDENDA TO THE RFP.
**AUTHORIZED AGENCY/Department CONTACT PERSON**

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Georgette Gestely</th>
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<tbody>
<tr>
<td>Title:</td>
<td>Director, Employee Benefits Program</td>
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<tr>
<td>Mailing Address:</td>
<td>40 Rector Street</td>
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<tr>
<td></td>
<td>3rd Floor</td>
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<tr>
<td></td>
<td>New York, NY 10006</td>
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<tr>
<td>Fax #:</td>
<td><a href="mailto:OLR_procurements@olr.nyc.gov">OLR_procurements@olr.nyc.gov</a></td>
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Please be advised that you must register your company as an RFP recipient by sending your company's information to us.

You can register your company online at [http://www1.nyc.gov/site/olr/about/about-rfp.page](http://www1.nyc.gov/site/olr/about/about-rfp.page). This link will take you to the Office of Labor Relation’s home page. Select Request for Proposals located under the “About” tab. Follow the instructions to register your company and download an RFP and any posted additional and required documents.

By registering, you will be able to access any Addenda which may be released relative to the RFP. Registration will also allow the OLR to add your company to its Vendor lists, enabling OLR to inform you of future solicitations. It is each Proposer’s responsibility to register and check for updates and additional information relative to this RFP.

You may also pick up a hard copy of this RFP from the Office of Labor Relations, 40 Rector Street, 3rd Floor, New York, New York, 10006 Monday through Friday, except holidays, between the hours of 10:00AM and 4:00PM.
SECTION I - TIMETABLE

RELEASE DATE OF THE RFP: January 27, 2017

A PRE PROPOSAL CONFERENCE: None

THE AGENCY CANNOT ENSURE A RESPONSE TO INQUIRIES RECEIVED BY THE AGENCY LATER THAN: February 24, 2017

ALL PROPOSALS MUST BE SUBMITTED NO LATER THAN 4:30 P.M. E.T. ON [PROPOSAL SUBMISSION DEADLINE]: March 7, 2017

THE PROJECTED DATE FOR SELECTION OF FINALISTS: April 17, 2017

THE PROJECTED DATE FOR NOTIFICATION OF FINALISTS: April 19, 2017

THE PROJECTED DATE FOR ORAL PRESENTATIONS: May 3, 2017

THE PROJECTED VENDOR SELECTION DATE IS ON OR ABOUT: June 15, 2017

THE PROJECTED CONTRACT START DATE IS ON OR ABOUT: January 1, 2018

The Agency reserves the right to perform one or more site visits to, or surveys of, the offices or facilities of any Proposer that may come under consideration for the award of a contract.
SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

This Request for Proposal (RFP) is issued by the Mayor’s Office of Labor Relations – Employee Benefits Program on behalf of the PICA Committee. The purpose of this RFP is to solicit proposals from qualified vendors to provide pharmacy benefits manager services for the PICA Program for City of New York employees and non-Medicare retirees, as specified in this RFP, effective January 1, 2018.

The PICA Program is a specialized prescription drug benefit that is provided to all City employees, non-Medicare retirees and their eligible dependents that are enrolled in a health plan offered by the New York City Health Benefits Program. The current pharmacy benefits manager (PBM) of the PICA Program is Express Scripts, Inc. The benefit currently covers more than 800,000 lives, and spends roughly $200M annually on the select list of covered prescription drugs.

The selected proposer must administer the PICA Program in accordance with the present plan provisions and program description as indicated in New York City Summary Program Description - Health Benefits Program located on the OLR website at: http://www1.nyc.gov/site/olr/health/summaryofplans/health-full-spd-page.page

The PICA Program was created by the January 11, 2001 Health Benefits Agreement between the Municipal Labor Committee (MLC) and The City of New York. The PICA Program is overseen by the PICA Committee which is a joint MLC-City-Office of Labor Relations committee. The PICA Program is funded through the Health Benefits Stabilization Fund, which is jointly controlled by the MLC and the City.

Currently, the PICA Program primarily covers medications in two specific drug categories:
- Self-injectable: most injectable medications not requiring administration by a health care professional;
- Chemotherapy: medications used to treat cancer and medications to treat the side-effects of chemotherapy

The PICA Covered Prescription Drug List, as of January 17, 2017, is Attachment F located on the RFP Page under Additional downloads on the OLR website. The program is administered as an open formulary for these drugs, but has aggressive clinical programs (prior authorizations, etc.) in place to manage drug selection, which are described in Attachment G – PICA Plan Design and Clinical Program, located on the RFP Page under Additional downloads on the OLR website.

In May 2014, the City and the MLC agreed to collaborate to generate a minimum of $3.4 billion dollars in total health care cost savings during fiscal years 2015-2018 with an opportunity to share savings between the City and employees if savings exceed that threshold.

The City and the MLC seek to identify a best-in-class pharmacy benefits manager that can provide services for the PICA Program.

B. Anticipated Contract Term

It is anticipated that the term of the contract(s) awarded from this RFP will be from January 1, 2018 to December 31, 2020. The contract shall also include three one-year options to renew. OLR reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.
C. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements of this RFP. Proposals that fail to meet or accept all of these requirements will be rejected and deemed non-responsive.

1. The Proposer must be duly licensed in the State of New York to conduct such business and provide such services as are described in the RFP. The Proposer must represent and warrant that: (i) it is not in arrears to the City of New York upon any debt or contract; (ii) that Proposer has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Proposer to receive public contracts;

2. The Proposer has been in business for a minimum of 5 years;

3. The Proposer must have experience in administering prescription drug programs of similar size and scale to the PICA plan.

4. The Proposer agrees to provide “PICA Covered Prescription Drug List” updates to all designees of the PICA program on a regular basis. Designees include the City’s Medical Carriers, Union Welfare Fund Administrators and their associated plan PBMs, Consultants, etc.

5. The Proposer agrees to accept enrollment files from the City’s health plans on a regular basis,

6. The Proposer will be responsible for collecting any outstanding member cost shares for prescriptions dispensed through the mail order facility. The Proposer will not invoice the PICA Program for any uncollected member cost shares even if there is a debit threshold in place.

7. The Proposer owns and operates its own Specialty Pharmacy operation.

SECTION III - SCOPE OF SERVICES

A. Agency/Department Goals and Objectives for this RFP

The Agency’s/Department’s goals and objectives for this RFP are:

- Provide pharmacy Benefits Manager services for the PICA Program – claims processing for the covered specialty prescription drugs dispensed by participating pharmacies, mail order service and specialty pharmacies.
- Provide exceptional clinical programs to PICA members to ensure appropriate use of the medications covered by the Plan
- Maximize rebates and overall plan cost savings

B. Agency Assumptions Regarding Contractor Experience

- Administering pharmacy benefits manager services with specialty medications for large employer plans
- Maintaining a large mail order program for the delivery of specialty medications

C. Agency Assumptions Regarding Organizational Capability

- Currently provide the requested pharmacy benefits manager services to a book of business of at least 10,000,000 members;
- Currently provide the requested services listed in this RFP to at least one client with 300,000 members or more;
- Currently have at least one (1) government-related client with a minimum of 100,000 lives with a pharmacy benefits manager services program;
D. **Agency/Department Assumptions Regarding Contractor Approach**

- Vendor will provide, at a minimum, the following services related to the PICA Program - covered prescription medications dispensed by vendor’s participating pharmacies, a mail order program and a specialty pharmacy:
  - Claims Adjudication
  - Ability to Integrate PBM services with other vendors (e.g. Disease Management, Medical), if applicable
  - Eligibility Maintenance
  - Patient and Provider Education
  - Systematic Prospective, Concurrent, and Retrospective Drug Utilization Review
  - Network Pharmacy Management
  - Formulary Management and Rebate Sharing
  - Data Reporting (standard and ad-hoc reporting)
  - Distribution of ID Cards and Pharmacy Directories
  - Mail Service Pharmacy
  - Specialty Pharmacy Program
  - Complete Availability of IT services, including Online/Real Time Availability to the Plan and/or its designee(s)
  - Pricing Administration
  - Member Services
  - Ad Hoc Reporting
  - Website with Membership Portal
  - Clinical Programs
- As per the PICA Program design, operate a mail order program for the delivery of specialty medications;
- Maintain – 24 hours a day, 7 days a week toll free number and IVR and internet support to assist members with eligibility and member benefits verification and location of participating pharmacies;
- Provide the ability for a member to refill their prescription through both an 800 number and via the vendor’s website;
- As per the PICA Program design, maintain a prior authorization program for specific medications;
- As per the PICA Program design, maintain a step therapy program for specific medications;
- As per the PICA Program design, maintain a drug quantity management program for specific medications;

E. **Agency Assumptions Regarding Payment Structure**

It is anticipated that the payment structure of the contract awarded from this RFP will be based on claims based reimbursements for covered medications and administrative fees and specific performance-based outcome measures and related financial incentives and/or disincentives. The PICA Program is funded through the Health Benefits Stabilization Fund, which is jointly controlled by the MLC and the City.

However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City’s best interests.

F. **Compliance with Local Law 34 of 2007**

Pursuant to Local Law 34 of 2007, amending the City’s Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete Doing
Business Data Form located on the top of the RFP page marked IMPORTANT on the OLR website and return it with this proposal and should do so in a separate envelope. If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by OLR and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to OLR. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

G. **Whistleblower Protection Expansion Act Rider**

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment H, the Whistleblower Protection Expansion Act Rider, attached to this RFP.

H. **Compliance with the Iran Divestment Act**

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the Bidders Certification of Compliance with the Iran Divestment Act, located on the top of the RFP page marked IMPORTANT on the OLR website, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, OLR will be able to award a contract to such proposer only in situations where the proposer is takings steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to the OLR website for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to [http://www.ogs.ny.gov/About/regs/ida.asp](http://www.ogs.ny.gov/About/regs/ida.asp) for additional information concerning the list of entities.

I. **Subcontractor Compliance Notice**

The selected vendor will be required to utilize the City’s web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read the subcontractor compliance notice, located on the top of the RFP page marked IMPORTANT on the OLR website, as it relates to competitive solicitations.

J. **Compliance with the Paid Sick Leave Law Rider**

The Paid Sick Leave Law Rider, originating from the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Please refer to the top of the RFP page marked IMPORTANT on the OLR website for the Rider.
SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

A. PROCEDURE INSTRUCTIONS

These instructions provide an overview of the manner in which proposals shall be submitted as well as a listing of the required components of the proposal, including component name, where in the proposal the component is to be placed, and the reason for its submission.

GENERAL:

1. The original of the technical proposal and the price proposal, bearing all required original signatures, should be delivered to the location stated in the RFP by no later than the time and date specified in the RFP along with a pdf version of the original technical proposal and the original price proposal on a thumb drive (clearly labeled with the Proposer’s name and the e-PIN). The proposal should be typed on both sides of 8½” X 11” paper. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum required fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: the Final Paper Products Recovered Materials Advisory Notice (RMAN)). Pages must be paginated and submitted in binder format. Please answer the questions in the order in which they are presented in this RFP. The proposal should be in an envelope, clearly marked and labeled as required by the RFP. If more than one envelope is required, each envelope should be clearly numbered.

2. There should be four sealed inner packages, which should be clearly marked and labeled as follows:
   a. “Technical Proposal” should include the original copies of the Letter of Transmittal, the Proposal Cover Letter (Attachment A), the Acknowledgement of Addenda Form (Attachment B) and the Technical Proposal – responses to PICA RFP Questionnaire. Please do not make any reference to the proposed price in the Technical Proposal.
   b. “Thumb Drive” containing a pdf version of the original copy of the Technical Proposal and the Price Proposal.
   c. “Price Proposal” should consist of the original copy of the Price Proposal and Attachment D1 Price Proposal – Specialty Drug Pricing.
   d. “Doing Business Data Form” should contain an original, completed Doing Business Data Form.

NOTE: The submission of a written proposal will constitute a binding offer to perform said services. Nothing stated herein shall preclude the Agency from requesting additional information and/or clarification and/or additional documentation in support of any assertion made by any Proposer. By submission of a proposal, the Proposer agrees to provide such additional information in a timely manner. In certain circumstances, the Agency may be unable to make a determination of the responsiveness of a proposal in the absence of such information. A proposal cannot be evaluated for technical merit unless it is determined to be responsive.

B. PROPOSAL PACKAGE REQUIREMENTS

The proposal package is to contain the following:

- Proposers are advised that there is no page limitation for proposals, but are advised to use discretion in the amount of information they submit.
- Proposers are cautioned to include their complete return address on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. Such outer envelope or wrapper should be addressed as follows:
  New York City Employee Benefits Program
  40 Rector Street, 3rd Floor
  New York, New York 10006
  Attention: Georgette Gestely, Director of Employee Benefits Program
  Request for Proposals for
Pharmacy Benefits Manager Services for the PICA Program for City of New York Employees and Retirees, and their Dependents

e-Pin 00217P0005

- Proposals are due by 4:30 P.M. Eastern Time on March 7, 2017.
- Hand-carried proposals may be delivered to the above address ONLY between the hours of 10:00 A.M. and 4:00 P.M Eastern Time, Mondays through Fridays, excluding holidays observed by the City.

C. LETTER OF TRANSMITTAL

A transmittal letter, on the Proposer’s business stationery, shall accompany the proposal. This letter must be signed by an individual authorized to bind the Proposer to all statements contained in the proposal, including those regarding services and fees. The letter shall contain, but not be limited to, the following information:

1. Name of the Proposing Organization, date of submission, and subject of the RFP: “Request for Proposals for Pharmacy Benefits Manager Services for the PICA Program for City of New York Employees and Retirees and their Dependents.”

2. The Proposer’s legal status (i.e., corporation, partnership, etc.), date and place of organization and/or incorporation, and the state(s) in which it is licensed to do business.

3. A statement indicating the names of all entities related to the Proposer including, but not limited to, all companies, parent company, subsidiaries and affiliated entities and the relationships between each of the entities and the Proposer.

4. A statement including the names of all the principals and members of the Proposer.

5. The location of the Proposer’s headquarters.

6. The name, title, address, telephone number, email address and facsimile number of the person authorized to discuss the proposal with the City and to bind the Proposer to the terms of such discussions and to enter into a written agreement with the City.

7. A clear and unequivocal statement to the effect that the Proposer meets the Minimum Qualifications set forth in Section II(C) of this RFP. The Proposer must also affirmatively state whether or not they meet each of the Agency Objectives and Assumptions set forth in Section III(B), (C) and (D) of this RFP.

8. The Proposer must assert in writing that it will conduct any and all activities related to any contract that may be awarded as a result of this RFP in strict conformity with any and all applicable City of New York, State of New York and federal laws, rules, regulations and provisions governing such matters. Such statement shall be made in this Section (C)8 of the Letter of Transmittal.

9. Confirmation that the proposal being submitted by the Proposer is in conformity with the specifications contained in this RFP.

10. Confirmation of the Proposer’s acceptance of the contract provisions, or specifically state any exceptions that the Proposer might have thereto, as stated in Section VII.

11. The Proposer’s narrative with respect to any confidentiality issues with regard to its proposal package.

12. Confirmation that Vendor has read APPENDIX A - The General Provisions Governing Contracts FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN and CLIENT Services, located on the top of the RFP page marked IMPORTANT on the OLR website, and acknowledges and
unconditionally agrees to all the terms set forth in the aforementioned documents, without exception.

13. Confirmation of the Vendor’s completion of the Bidder’s Certification of Compliance with Iran Divestment Act.


D. PROPOSAL SUBMISSION FORM

1. The Proposal Submission Form contains Proposer identifying information and subcontractor identifying information as required by this RFP.
2. The Proposal Submission Form requests that Proposers supply their Employer Identification Number (EIN) and that of any subcontractors. Where there is no EIN, provision of a Social Security number is voluntary and failure to do so will not disqualify a Proposer from being awarded a contract.

E. ACKNOWLEDGEMENT OF ADDENDA

The Acknowledgment of the Addenda Form serves as a Proposer’s acknowledgment of the receipt of addenda that may have been posted on the OLR website prior to the Proposal Submission Deadline.

F. TECHNICAL PROPOSAL

1. The Technical Proposal is a narrative that addresses the scope of work, the requirements of the RFP, the proposed approach to the work, the schedule of work, and any other information called for by this RFP which the Proposer deems relevant.
2. The Technical Proposal shall provide responses to the questions set forth in the PICA RFP Questionnaire – ATTACHMENT C, located on the RFP Page under Additional downloads on the OLR website.

Proposers may submit charts, graphs, and other illustrative exhibits as part of their proposals provided that they are clearly marked with respect to the portion of the Technical Proposal in support of which they are provided. Proposers shall not submit promotional material or brochures without clearly linking such material to a specific part of their proposal.

G. PRICE PROPOSAL – ATTACHMENT D

1. The Price Proposal is a presentation of the Proposer's total offering price, including the estimated fee for providing each component of the required goods or services for the contract term. The Price Proposal shall be submitted under a separately sealed and clearly marked envelope.
2. Proposers must submit their price proposal in the format prescribed in Attachment D, located on the RFP Page under Additional downloads on the OLR website. Please include Attachment D1 - Price Proposal – Specialty Drug Pricing. Alternative pricing methodologies are not acceptable and the will be deemed non-responsive.

H. SELECTION OF PROPOSER AND CONTRACT NEGOTIATIONS

Any objections to the contract terms set forth in Section VII - Anticipated Provisions of the Contract Resulting from this RFP, must be raised in the Letter of Transmittal. However, if the objections to the contract terms are not raised in the Letter of Transmittal, no negotiation of the terms discussed in Section VII Anticipated Provisions of the Contract Resulting from this RFP will be permitted.
SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

The Selection Committee will be comprised of a minimum of six (6) persons including, but not limited to, employees of the Office of Labor Relations, Office of Management and Budget and members of the Municipal Labor Committee, all of whom are well suited to evaluate the components of this RFP.

All proposals accepted by OLR will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Selection Committee will evaluate and rate all remaining proposals based on the evaluation criteria prescribed below. The Selection Committee reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Selection Committee deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Selection Committee reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer’s initial proposal should contain its best technical and price terms.

The Selection Committee will review and rate each responsive technical proposal. The proposals will be ranked in order of highest to lowest technical score and the Selection Committee may establish a shortlist through [a natural break in scores/establishing a cut-off score for technically viable proposals]. The evaluation criteria for determining technical merit are:

- Demonstrated quantity and quality of successful relevant experience: 40%
- Demonstrated level of organizational capability: 15%
- Quality of proposed approach: 45%

B. Contract Award Procedures

1. Role of Price in the Selection Process

Price will be considered subsequent to the determination of technical merit. The Selection Committee intends to award the contract(s) to the Proposer(s) whose proposal is determined to be most advantageous to the City, taking into account both technical merit and cost.

2. Best and Final Offers (BAFO)

The Agency reserves the right to request best and final offers from Proposers with respect to the technical proposal, price proposal, or both.

3. Contract Award

The Agency reserves the right to award the contract to a vendor other than the Proposer presenting the lowest fees.

The contract resulting from this RFP will be awarded to the qualified Proposer(s) whose proposal(s) the Selection Committee believes will be the most advantageous to the City, taking into account both technical merit and cost. Any proposed award will be subject to all required approvals.
In addition, the contract award shall be subject to the applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity.

4. Negotiations

The submission of a written proposal will constitute a binding offer to perform said services. The Agency may award a contract on the basis of proposals received, without discussions. Therefore, each proposal should contain the Proposers’ best terms from a financial and technical standpoint.

The Agency may negotiate with one or more Proposers and no Proposer shall have any rights against the Agency or City arising from such negotiations or any invitation to negotiate.

If no agreement is reached within a reasonable amount of time of the commencement of negotiations, the City reserves the right to terminate negotiations and select another proposal, to issue a new RFP, or take other action consistent with the City’s best interests. By issuing this RFP, the Selection Committee is not obligated to award a contract.

5. Amended Ratings

Initial ratings may be amended by the Selection Committee based on oral presentations given and/or best and final offers received.
SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at: http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml.

C. General Contract Provisions. Contracts shall be subject to New York City’s general contract provisions, in substantially the form that they appear in “Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services” or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency’s general contract provisions. A copy of the applicable document is available through the OLR website.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to New York City’s Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency’s determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor’s performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the New York City’s Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

J. RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

K. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

L. Vendex Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the Vendex system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fees will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350. The estimated value for each contract resulting from this RFP is estimated to be above $1 million.

M. Charter Section 312(a) Certification.

   The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

   The Agency has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.
The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

(Commissioner) (Agency Chief Contracting Officer)                                           Date
SECTION VII - ANTICIPATED PROVISIONS OF THE CONTRACT

The Agency anticipates that the contract awarded from this RFP will include the following terms. If the Proposer objects to any of the following provisions, the Proposer should specifically set forth its objection to the provision. Failure by the Proposer to raise specific objection to the following provisions shall be deemed as Proposer’s unconditional acceptance of these provisions specifically as set forth herein.

The contract awarded will include Appendix A, the General Provisions Governing Contracts for Consultants, Professional and Technical Services (“Appendix A”) as required provisions. Please download these documents from the OLR website.

Pharmacy Benefit Manager Specific Contract Terms:

1. Definitions:
   “Traditional with 100% Pass Through Rebates” – The PBM agrees to pay participating pharmacies at the PBM’s contracted rate. In the event that the amount paid to the participating pharmacy does not equal the amount invoiced the Plan, the PBM may retain the difference. The PBM agrees to pass through 100% of ALL rebate revenue earned and will not charge an administrative fee for this arrangement. The PBM also agrees to disclose details of all programs and services generating financial remuneration from outside entities.
   “Rebates” - Compensation or remuneration of any kind received or recovered from a pharmaceutical manufacturer attributable to the purchase or utilization of covered drugs by eligible persons, including, but not limited to, incentive rebates categorized as mail order purchase discounts; credits; rebates, regardless of how categorized; market share incentives; promotional allowances; commissions; educational grants; market share of utilization; drug pull-through programs; implementation allowances; clinical detailing; rebate submission fees; and administrative or management fees. Rebates also include any fees that PBM receives from a pharmaceutical manufacturer for administrative costs, formulary placement, and/or access.
   “AWP” (Average Wholesale Price) is based on date sensitive, 11-digit NDC as supplied by a nationally-recognized pricing source (i.e., First DataBank, Medi-Span) for retail, mail order, and specialty adjudicated claims (Subject to outstanding litigation).
   “Member Copay” - Members will pay the lowest of the following: plan copay/coinsurance, plan-negotiated discounted price plus dispensing fee, usual and customary (U&C), MAC (maximum allowable cost) or retail cash price.
   Client eligibility and claim data - All eligibility and claims records are the sole property of the Plan and must be made available upon request to the Plan and its representatives. Selling or providing of the Plan’s data to ANY outside entities must be approved in advance, reported on a monthly basis and all income derived must be disclosed and shared per agreement with the Plan. Even if PBM has not "sold" the data, it is NOT free to use the data for analyses that they publish or provide to outside industries.
   “Paid Claims” - Defined as all transactions made on eligible members that result in a payment to pharmacies or members from the Plan or the Plan member copays. (Does not include reversals, rejected claims and adjustments.) Each unique prescription that results in payment shall be calculated separately as a paid claim.
   “Members” - All eligible employees and their eligible dependents enrolled under the Plan’s prescription benefit program.

2. Vendor agrees to provide upon request from the City or the City’s representative any proprietary algorithms, hierarchy or other logic employed to define a prescription drug as generic or brand.
3. Vendor agrees that all rebate revenue earned by the Program will be paid to the Program regardless termination. Any lag rebates will continue to be paid to the Program after termination until all earned rebates are paid.

4. Vendor will provide a financial reconciliation report within 60 days after the end of each contractual year, and the report will include the contractual and actual discounts and dispensing fees for each component (e.g., retail brands, retail generics, mail brands, mail generics, specialty drugs via Participating Retail Pharmacies, specialty drugs via the PBM's Specialty Pharmacy).

5. Vendor agrees that any shortfall between the actual result and the guarantee will be paid, dollar-for-dollar, to the Program within 90 days of the end of each contractual year.

6. Vendor’s financial reconciliation that occurs after the end of the contract year will use the lower of the AWP pricing at the point of adjudication or the retroactive AWP pricing, if the pricing source the Vendor uses issues retroactive AWP pricing for that annual reconciliation time period.

**OLR Specific Contract Terms:**

1. **Rights Relating to Rate Changes:** The Vendor must provide fee and rate changes in writing with full justification at least 90 days prior to contract anniversaries.

2. **The terms and conditions of the Contract shall include** the General Provisions Governing Contracts for Consultants, Professional and Technical Services, annexed hereto as Appendix A and the McBride Principles, and made a part of this Agreement as if fully set forth herein. In addition, the Vendor and the City agree that this Agreement shall be subject to the City’s Request for Proposals for Pharmacy Benefits Manager Services For The PICA Program for City of New York Employees and Retirees, and their Dependents dated December 2016 and Vendor’s subsequent proposal (the “Proposal”), each of which is made a part of this Agreement as if fully set forth herein. In the event of any express or implied conflict between the provisions of this Agreement, the following order of priority shall govern: (1) first, the body of this Agreement shall govern; (2) thereafter, the General Provisions Governing Contracts for Consultants, Professional and Technical Services; (3) thereafter, the RFP and (4) thereafter, the Proposal shall govern.

3. **Authorization to do business in the State New York:** Vendor represents and warrants that it is duly licensed to or qualified to conduct business of the nature contemplated by the Contract, and is in good standing, in the State of New York and has the power and authority to enter into this Contract and to carry out the transactions contemplated hereby. Vendor further represents and warrants: (i) that it is not in arrears to the City of New York upon any debt or contract; (ii) that Vendor has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Vendor to receive public contracts.

4. **Indemnification:** The Vendor shall be liable for and shall defend, hold harmless and indemnify the City and Office of Labor Relations, and the fiduciaries, trustees, administrators, agents and employees of each of them, other than Vendor, for all losses, liabilities, settlements and related expenses, including reasonable attorneys’ fees and investigation, collection and litigation costs, which arise out of or are based upon any fraud, breach of this Agreement, reckless or negligent act or omission, or willful or intentional misconduct of Vendor or any of its fiduciaries, trustees, administrators, agents or employees, except to the extent that such loss, liability, expense, or cost is caused by or arises out of any fraud, breach of this Agreement, reckless or negligent act or omission or willful or intentional misconduct of the City, Office of Labor Relations or the fiduciaries, trustees, administrators, agents or employees of any of them, other than Vendor. The City will promptly provide Vendor with notice of the commencement by any third party of any action regarding a claim for which it will seek indemnification. Vendor shall be entitled to participate in any such action, and if it so wishes, jointly assume the defense thereof.
Please note that OLR does not intend for the above indemnification clause to be reciprocal. No vendor will be entitled to include a provision in the contract providing indemnification rights to the vendor.

5. **Termination of Agreement:**

5.1 In addition to the termination provisions provided in Appendix A herein, if the Vendor fails to fulfill any of the terms of this Agreement in a timely and satisfactory manner, the City may terminate this Agreement upon ten (10) days written notice, or immediately upon the happening of any of the following events: (i) Vendor has made any misrepresentation in or with respect to, or has breached any provision of the Agreement; (ii) the filing by or against the Vendor of request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction, now or hereafter in effect; (iii) the making of any general assignment by the Vendor for the benefit of creditors; (iv) the appointment of a receiver or trustee for Vendor or for any asset of Vendor including without limitation, the appointment or taking possession by a “custodian,” as defined in the Federal Bankruptcy Code; or (v) the Vendor engages in negligence, recklessness, fraud or other willful or intentional misconduct in its performance of any service required herein. If the City terminates the Agreement, it shall have the right to award a new agreement to another contractor and the Vendor shall be responsible for all damages arising from its breach as well as all costs incurred in re-letting the agreement, including actual attorneys’ fees and expenses.

5.2 Notwithstanding any other termination provision of this Agreement, the City may terminate this Agreement upon providing thirty (30) days written notice, if it is determined by the City that termination of the contract is in the best interest of the City.

5.3 In the event that funds are not appropriated or made available to the City for the continuation of the services described herein in any of the years succeeding the first, this contract shall terminate automatically. Such termination, however, shall not affect either the City’s rights or the Vendor’s rights under this termination clause.

Please note that OLR does not intend for the above termination rights to be reciprocal. No Vendor will be entitled to include a provision in the contract providing termination rights to the Vendor.

6. **No Penalties upon Expiration of Contract:** Vendor shall impose no penalties or surrender charges whatsoever for the transfer of assets or responsibilities upon expiration or termination of the Contract.

7. **Assignment:** Rights or obligations under this Agreement may not be assigned or delegated by Vendor without the prior written consent of OLR. Any permissible assignment or delegation under this Agreement shall accrue to the benefit of and shall be enforceable against successors and assigns.

8. **Waiver:** No waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless in writing and signed by said party or its duly authorized representative. No failure on the part of the OLR to exercise any right or remedy hereunder, whether before or after the happening of a default, shall constitute a waiver of such default, any future default or any other default.

9. **Entire Agreement:** The Contract represents the entire understanding of the parties with respect to the subject matter hereof. No representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any party that are not set forth expressly in this Agreement. This Agreement may not be amended, modified or supplemented at any time whatsoever unless such amendment, modification of supplementation is reduced to writing executed by all parties hereto.
10. **New York Law:** The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into to be fully performed entirely therein.

11. **Venue:** The Vendor hereby submits to the jurisdiction of the Supreme Court of the State of New York and agrees with City that personal jurisdiction over this Agreement shall rest with the Supreme Court of the State of New York for purposes of any action related to this Agreement or the enforcement of same. The Contractor hereby waives personal service by personal delivery and agrees that service of process may be made by post-paid certified mail directed to Vendor at Vendor’s address set forth at the address recited in the preamble hereto or at such address as may be designated in writing by the Vendor to be effective with the same effect as though personally served.

12. **Severability:** In the event that any provision of this Agreement is illegal, invalid against public policy or unenforceable for any reason, the remainder of this Agreement shall nonetheless remain in full force and effect.

13. **Receipt of Data:** All records and supporting documentation are the property of, and will be made available to OLR as needed. OLR shall have the right to determine which records or facts are needed and the Vendor agrees to provide this information within twenty (20) days after OLR’s request of such information.

14. **Right to Recovery:** The Vendor will be financially responsible for any overpayment due to its own error. If the amount of claim payment reimbursed exceeds the proper amount allowed in the plan, OLR requires the vendor to recover the excess.

15. **Right to Audit:** OLR reserves the right to review and audit, from time to time, all enrollment and claim files, claim data, plan eligibility data, related financial accounting, and claims systems and procedures to assure that claims are processed in accordance with the provisions of the plan and that examiners are exercising sound judgment. Audits may be performed by authorized OLR personnel or outside consultants. The vendor agrees to provide all claim tapes and/or reports requested for the purpose of selecting a sample population, without restriction. No charge may be made for cooperation in such audits by the vendor.

16. **Future Plan Transition Rights:** In the event that the OLR subsequently transfer responsibilities to another vendor, the Proposer must agree to supply the successor administrator with a claims history tape, prior eligibility data, and any other claim records deemed necessary by OLR. The Proposer must agree to make every effort to cooperate with the successor administrator and OLR in order to facilitate the transition.

17. **Eligibility Reporting Rights:** The City will provide one initial enrollment eligibility file or tape with subsequent monthly updates for additions/changes/deletions only.

18. **Financial Reporting Rights:** The Vendor will be expected to provide Management monthly bank reconciliation’s and financial year-end accountings. All of these reports are to be provided at no additional cost.

19. **Dispute Resolution:**

   19.1 Except as provided in (a) and (b) below, all disputes between the City and the vendor that arise under, or by virtue of, this contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the Procurement Policy Board (“PPB Rules”). This procedure shall be the exclusive means of resolving any such disputes.

   (a) This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.
(b) For construction and construction-related services this section shall apply only to disputes about
the scope of work delineated by the contract, the interpretation of contract documents, the amount
to be paid for extra work or disputed work performed in connection with the contract, the
conformity of the vendor’s work to the contract, and the acceptability and quality of the vendor’s
work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or
other designee of the Commissioner makes a determination with which the vendor disagrees.

19.2 All determinations required by this section shall be clearly stated, with a reasoned explanation for the
determination based on the information and evidence presented to the party making the determination.
Failure to make such determination within the time required by this section shall be deemed a non-
determination without prejudice that will allow application to the next level.

19.3 During such time as any dispute is being presented, heard, and considered pursuant to this section, the
contract terms shall remain in full force and effect and the vendor shall continue to perform work in
accordance with the contract and as directed by the Agency Chief Contracting Officer (“ACCO”) or
Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner.
Failure of the vendor to continue the work as directed shall constitute a waiver by the vendor of any
and all claims being presented pursuant to this section and a material breach of contract.

19.4 Presentation of Dispute to Agency Head.

Notice of Dispute and Agency Response. The vendor shall present its dispute in writing (“Notice of
Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty
(30) days of receiving written notice of the determination or action that is the subject of the dispute.
This notice requirement shall not be read to replace any other notice requirements contained in the
contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon
which the vendor relies in support of its position, as well as a detailed computation demonstrating how
any amount of money claimed by the vendor in the dispute was arrived at. Within thirty (30) days
after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or
construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other
designee of the Commissioner, shall submit to the Agency Head all materials he or she deems
pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand
of the other the production of any document or other material the demanding party believes may be
relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise
protected by a legal privilege recognized by the courts of New York State. Any question of relevancy
shall be determined by the Agency Head whose decision shall be final. Willful failure of the vendor to
produce any requested material whose relevancy the vendor has not disputed, or whose relevancy has
been affirmatively determined, shall constitute a waiver by the vendor of its claim.

Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion,
convene an informal conference with the vendor and the ACCO and, in the case of construction or
construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other
designee of the Commissioner, to resolve the issue by mutual consent prior to reaching a
determination. The Agency Head may seek such technical or other expertise as he or she shall deem
appropriate, including the use of neutral mediators, and require any such additional material from
either or both parties as he or she deems fit. The Agency Head’s ability to render, and the effect of, a
decision hereunder shall not be impaired by any negotiations in connection with the dispute presented,
whether or not the Agency Head participated therein. The Agency Head may or, at the request of any
party to the dispute, shall compel the participation of any other vendor with a contract related to the
work of this contract and that vendor shall be bound by the decision of the Agency Head. Any vendor
thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the vendor initiating the dispute.

Agency Head Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the vendor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, together with a statement concerning how the decision may be appealed.

Finality of Agency Head Decision. The Agency Head’s decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board (“CDRB”) pursuant to this section. The City may not take a petition to the CDRB. However, should the vendor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the vendor and more favorable to the City than the decision of the Agency Head.

19.5 Presentation of Dispute to the Comptroller.

Before any dispute may be brought by the vendor to the CDRB, the vendor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

Time, Form, and Content of Notice. Within thirty (30) days of receipt of a decision by the Agency Head, the vendor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the vendor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the vendor to the agency, including the Notice of Dispute. The vendor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the vendor. Willful failure of the vendor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the vendor of its claim. The Comptroller may also schedule an informal conference to be attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.

Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 5(e) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the vendor and the Comptroller, to a maximum of ninety (90) days from the Comptroller’s receipt of all the materials. The vendor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.
19.6 Contract Dispute Resolution Board (CDRB).

There shall be a Contract Dispute Resolution Board composed of:

(a) The chief administrative law judge of the Office of Administrative Trials and Hearings (“OATH”) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB’s functions, including, but not limited to, granting extensions of time to present or respond to submissions;

(b) The City Chief Procurement Officer (“CCPO”) or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and

(c) A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a pre-qualified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

19.7 Petition to CDRB.

In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the vendor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

Form and Content of Petition by Vendor. The vendor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the vendor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the vendor to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the vendor to, the Comptroller’s Office. The vendor shall concurrently submit four complete sets of the Petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH’s offices, with proof of service on the Corporation Counsel. In addition, the vendor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

Agency Response. Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the vendor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH’s offices and one to the vendor. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.

Further Proceedings. The Board shall permit the vendor to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the vendor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the
agency’s case. Neither the vendor nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

**CDRB Determination.** Within forty-five (45) days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB’s decision must be consistent with the terms of the contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

**Notification of CDRB Decision.** The CDRB shall send a copy of its decision to the vendor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. A decision in favor of the vendor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the CDRB’s decision.

**Finality of CDRB Decision.** The CDRB’s decision shall be final and binding on all parties. Any party may seek review of the CDRB’s decision solely in the form of a challenge, filed within four months of the date of the CDRB’s decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB’s decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with Section 4-09 of the PPB Rules. Any termination, cancellation, or alleged breach of the contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.
ATTACHMENT A

PROPOSAL COVER LETTER

RFP TITLE: REQUEST FOR PROPOSALS FOR PHARMACY BENEFITS MANAGER SERVICES FOR THE PICA PROGRAM FOR CITY OF NEW YORK EMPLOYEES AND RETIREES, AND THEIR DEPENDENTS
e-PIN 00217P0005

Proposer:

Name:  ______________________________________________________________

Address:  _____________________________________________________________

________________________________________________________________________

Tax Identification #:  _____________________________________________________

Proposer's Contact Person:

Name:  ______________________________________________________________

Title:  ________________________________________________________________

Telephone #:  __________________________________________________________

Proposer's Authorized Representative:

Name:  ______________________________________________________________

Title:  ________________________________________________________________

Signature #:  __________________________________________________________

Date:  _________________________________________________________________

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?  ☐ Yes  ☐ No
# ATTACHMENT B

## ACKNOWLEDGMENT OF ADDENDA

**RFP TITLE:** REQUEST FOR PROPOSALS FOR PHARMACY BENEFITS MANAGER SERVICES FOR THE PICA PROGRAM FOR CITY OF NEW YORK EMPLOYEES AND RETIREES, AND THEIR DEPENDENTS  
e-PIN 00217P0005

**DIRECTIONS:** COMPLETE PART I OR II, WHICHEVER IS APPLICABLE.

### PART I:

Listed below are the dates of issue for each addendum received/reviewed in connection with this RFP:

<table>
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### PART II:

_____________ NO ADDENDUM WAS RECEIVED/REVIEWED IN CONNECTION WITH THIS RFP.

**Proposer:**

Name: 

**Proposer’s Authorized Representative**

Name:  

**Date:** 

---
ATTACHMENT H

WHISTLEBLOWER PROTECTION EXPANSION ACT

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

(a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

(b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

(c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

i. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and

ii. (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

(d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.